



BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW3

(WORKS COSTING LESS THAN Rs. 100 LAKHS)

**Name of Work: Improvements to roads and drains at
Kote bheedhi in Chowdeshwari ward No 02**

Estimate Cost: 75.00 Lakhs



BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/10/2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore - 560064.
Dated : 23-02-2021

INVITATION FOR TENDER (IFT)

(Short term- Tender Notification)

(Two Cover System)

(Through GOK e-Procurement Portal only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-01, KW-2, KW-3 and KW-4
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expc-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on 12-03-2021 and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

K. Suresh

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Sl. No.	Name of the Work	Est. Cost in Lakhs	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
01	Providing RO Plant at General Hosppital Yelahanka Ward No 1	10.00	Others	As per e-Procurement Portal	03 Months
02	Providing Open Auditorium at Nammura Govt Kannada Model Primary School (Bangla School) Yelahanka Ward No 01	40.00	SC	As per e-Procurement Portal	06 Months
03	Improvements to roads and drains at Kote bheedhi in Chowdeshwari ward No 02	75.00	-	As per e-Procurement Portal	03 Months
04	Construction of Samudaya Bhavana at Puttenahalli Colony in Chowdeshwari ward No 02	30.00	Others	As per e-Procurement Portal	06 Months
05	Additional Development works to Telugu School in Chowdeshwari ward No 02	50.00	Others	As per e-Procurement Portal	06 Months
06	Additional and alteration of Govt School at Ananthapura village in Attur ward No 03	50.00	ST	As per e-Procurement Portal	06 Months
07	Construction of Urdu School at Chikkabettahalli in Attur ward No 03	50.00	SC	As per e-Procurement Portal	06 Months
08	Construction of Compound wall and other allied works at judicial layout play ground in ward no 04	250.00	-	As per e-Procurement Portal	06 Months

Note: Eligibility & Class of Contractors:

- 1) Class IV - Upto Rs 01.00 Lakh
- 2) Class III - Upto Rs 10.00 Lakhs
- 3) Class II - Upto Rs 25.00 Lakhs
- 4) Class I B - Upto Rs 100.00 Lakhs
- 5) Class I - Any amount

Calendar of events:

- Pre bid meeting will be held on 02-03-2021 at 15.00 hours in the office of the Executive Engineer (Yelahanka Division) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
- Date of Opening of Technical Bids and Financial Proposals is 15-03-2021 after 16:00 hours

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e-Procurement Platform (<http://eproc.karnataka.gov.in>) website.

14. 03.2021

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ಮಾಡಲಾಗಿದೆ

Period of Completion
03 Months
06 Months
03 Months
06 Months
06 Months
06 Months
06 Months
06 Months

2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website <http://eproc.karnataka.gov.in> under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in> or contact e-Procurement Helpdesk at 080 - 22485867 / 22485927.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.
6. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
7. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
8. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
9. The Successful tenderer will have to execute an agreement with BBMP within **seven days** of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.
10. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: ಅ/ಪಿ.ಎಸ್.ಆರ್/G-5317/2012-13 ದಿನಾಂಕ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphaltting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

H. H. H.

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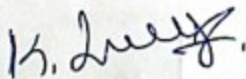
38. As per Commissioner inter Office Note No:D/ಬಿಆರ್/1629/18-19 Dated:18-08-2018. The Contractors to Implement/Entrusted the works in 3 shifts round the clock.
39. Bidders Should Submit the one set of **Hard Copy with spiral Binding of all documents which are uploaded in the e-portal to this office before opening the technical bid.** Otherwise their bid will be rejected.
40. The Bidder /Contractors should shall not Quote below the minimum labour rates prevailing @ the time of Tender Notification. If so they shall provide the Rate Analyses for the same. (To be uploaded in e-procurement plat form).
41. The Works reserved for SC/ST category relaxation of Tender clauses will be applicable as per Government order No: FD 876 Exp-12/2017, Dated: 10-10-2017.

Sd/-
Executive Engineer
Yelahanka Division

Copy to:

1. The Commissioner, BBMP for kind information.
2. Copy submitted to the Special Commissioner (Projects) for kind information.
3. Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
4. Copy submitted to the Joint Commissioner (Yelahanka) for kind information.
5. Copy submitted to the Engineer-In-Chief for kind information.
6. Copy submitted to the Chief Engineer (Yelahanka) for kind information.
7. Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.
8. Copy submitted to Chief Auditor / Chief Account officer for kind information
9. Copy submitted to A.C.F (Yelahanka) for information.
10. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
11. Copy to Acct. Suptd. / Cashier of Division office for Necessary Action..
12. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
13. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
14. Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.
15. Notice Board / Office Copy.


Executive Engineer
Yelahanka Division
Bruhath Bangalore Mahanagara Palike



A. General

1. Scope of Tender

- 1.1 The Executive Engineer, Yelahanka Division, Yelahanka Zone, BBMP Bangalore Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

- 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

- 3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e., 2015-16, 2016-17, 2017-18, 2018-19, 2019-20

- (a) achieved in at least two financial years a minimum financial turnover (in all classes of Civil Engineering construction works only of Rs. 134.00 Lakhs.
(b) satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar nature of work value not less than Rs 35.00 Lakhs.
(c) executed in any one year, the following minimum quantities of work:

- | | |
|--------------------------|--------------|
| (d) Earthwork excavation | - 190.00 Cum |
| (e) PCC and RCC | - 392.8 Cum |
| (f) TMT steel | - 4.00 Tonne |
| (g) Pre Cast cover Slab | - 350.00 Sqm |

- (h) 3.3 Each Tenderer should further demonstrate:

- (a) Availability by owning at least 50% of the required/Specified key and critical equipment for this work and

- (b) The remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (Commitment agreements etc.) for availability for this work are furnished:

Machineries could be on Lease/Hire/Ownership:

- | | |
|---------------------------|--------|
| 1. Water tanker | : 1 No |
| 2. Needle Vibrator | : 1 No |
| 3. Concrete mixer Machine | : 1 No |
| 4. Tipper | : 1 No |
| 5. Excavator | : 1 No |

liquid assets and /or availability of credit facilities of no less than Rs. 21.00 Lakhs
(Credit lines/ letter of credit/ certificates from nationalized banks for meeting the fund requirement etc

- 3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

K. Jeyaraj

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C. Preparation of Tenders

6. Documents comprising the Tender

- 6.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

6.1.1 First Cover: (Only online)

- (a) Earnest Money Deposit; on line payment through e-Procurement platform.
(c) Qualification Information as per formats given in Section 3; **Qualification Information.**

6.1.2 Second Cover: (Only online)

- (a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

- 6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

- 7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the bid.
7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
7.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 Earnest Money Deposit/ Bid security

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes: **(Minimum of Rs. 50000/- for works where amount put to tender is less than 1.00 Crore and the balance amount by Bank Guarantee issued by Nationalized/Scheduled Bank.)**

The amount of EMD is Rs. 150000/-, for this amount, Rs. 50000/- in the following form;

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

and balance of Rs.100000/- in the form of Bank Guarantee issued by Nationalized/Scheduled Bank.

The Original Bank Guarantee should be handed over to the Executive Engineer, Yelahanka Division, BBMP Bangalore-64 by the bidders at the time of opening of Technical Bid for verification. Non compliance leads to the rejection of the Technical Bid.

E- Tender opening and evaluation

15. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

- 15.1 The Employer will open online the First Covers of all the Tenders received through eprocurement portal, in the presence of the Tenderers or their representatives who choose to attend at 11.00 hours on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 15.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.
- 15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.
- 15.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.¹

16 Opening of Second Cover of qualified Tenderers and evaluation:

- 16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the appointed time and date (as indicated in the e-Procurement Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.
- 16.4 The Employer shall prepare minutes of the Second Cover Tender opening.

17. Process to be confidential

- 17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18 Clarification of Tenders

- 18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted .
- 18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

19. Examination of Tenders and determination of responsiveness

¹ The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days (In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

K. L. S.



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- following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 25.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.
- 25. Security deposit**
- 25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price:-
 Banker's cheque/Demand draft/Pay Order in favour of The Executive Engineer, Yelahanka Division, BBMP, Bangalore -64. or
 - A bank guarantee in the form given in Section 10
- 25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.
- 25.3 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.
- 25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.
- 26. Corrupt or Fraudulent practices**
- 26.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :
 (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.
- 26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

H. L. S.

[Signature]

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Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works ² remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- 1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement		Owned	Owned and available		Remarks
	No.	Capacity		Number/ Capacity	Age/ Condition	

As per Section-2 A-General Clause 3.3 (a) & (b)

- 1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.
- 1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing. If the contract for this work, namely Improvements to roads and drains at Kote bheedhi in Chowdeshwari ward No 02 is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs 21.00 Lakhs to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank, Senior Bank Manger
Address:

Letter of Acceptance
(letterhead paper of the Employer)

[date]

To: _____ [name and
address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

Description of the Works :

Improvements to roads and drains at Kote bheedhi in Chowdeshwari ward No 02 the Contract Price of Rupees () [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit in the form detailed in Clause 25.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to 2 Years and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

1. *[Signature]*

[Signature]

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Agreement Form

Agreement

This agreement, made the _____ day of _____ 20____, between The Executive Engineer, Yelahanka Division, BBMP, Bangalore-4 (hereinafter called "the Employer") of the one part and

_____ [name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Improvements to roads and drains at Kote bheedhi in Chowdeshwari ward No 02

(hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____

in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

K. Huss

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- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

- 13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

- 14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

- 15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

- 16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

- 17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

- 18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

- 19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

- 20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.





D . Cost Control

29. Bill of Quantities (BOQ)

- 29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

- 30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any Further approval of Govt. has to be obtained for the variation exceeding 5%

31. Payments for Variations

- 31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

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- 36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. **Cost of Repairs:**

- 37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. **Completion**

- 38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. **Taking over**

- 39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. **Final account**

- 40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. **As built drawings**

- 41.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. **Termination**

- 42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
 - (b) Deleted.
 - (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) Deleted

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

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Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

The Employer is :

[1.1]

Address: The Executive Engineer, Yelahanka Division BBMP Bangalore

Name of authorized Representative:

The name and identification number of the Contract is

Improvements to roads and drains at Kote bheedhi in Chowdeshwari ward No 02

The start date shall be the date of issue of notice to proceed with the work.

Section 4

The Intended Completion Date for the whole of the Works is Four Months with the following milestones

The Site Possession Date is: One week after the issue of work order.

[18]

The Site is located at in Yelahanka Bangalore-64.

[1.1]

And is defined in drawings nos.

The Defects Liability Period is 1 Years

[27]

The liquidated damages for the whole of the works are

[36]

Rs. 0.10 % of contract price per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

The date by which "as-built" drawings (in scale 1:100) in 2 sets are required is within 30 days of issue of certificate of completion

[41]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs. 25000.00

[41]

The following events shall also be fundamental breach of the contract :

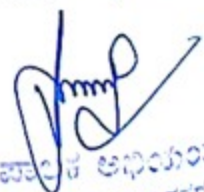
[42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.

[43.1]

H. J. J.



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Schedule B

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF WORK:-Improvements to Roads and Drains at Kote Bheedhi in Chowdeshwari Ward

Schedule B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate Rs.	
				In Figures	In Words
1	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts as per specifications. iii) Dismantling Stone Masonry. B. Rubble Stone masonry in cement mortar. complete as per specifications and directions of the Engineer in charge.	Cum	15.50		
2	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. i) Lime /Cement Concrete. I. By Manual Means :B. Cement Concrete Grade M-15 & M-20. MORTH Specification No. 202. (5km lead = 57+2*1.28X5) complete as per specifications and directions of the Engineer in charge.	Cum	47.18		

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Shwari Ward No-02

Rate as per estimate in Rs.

In Figures In Words

Earthwork excavation by manual means for roads, drains & similar works in ordinary soil excavated surface levelled and sides neatly dressed, the disposed earth to be levelled neatly after breaking of clods complete as per specifications 5km lead= $57+2.0 \times 1.28 \times 5 = 69.80$ complete as per specifications and directions of the Engineer in charge.	Cum	365.38		
Removing and refixing stone slabs of drains and pointing in CM (1:3) complete as per specifications and directions of the Engineer in charge.	Sqm	361.14		
Providing and laying Plain cement concrete of mix 1:3:6 with OPC cement @ 220kgs, with crushed 40mm and down size graded granite metal coarse aggregates @ 0.89cum and fine aggregates @ 0.46cum, in foundation mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days Including cost of materials, labour, HOM curing form work, Scaffolding and Centering complete as per specifications and directions of the Engineer in charge.	Cum	383.18		
Providing laying plain/ reinforced cement concrete for side Drains Using M20 nominal mix Concrete with OPC at 300kgs. With 20mm and Down size granite metal coarse aggregate at 0.69cum and fine aggregate at 0.43cum Machine mixed, well compacted for wall and Bottom including centering shuttering, cost of materials, HOM of Machinery, Curing Etc., Complete Excluding cost of Steel as per morth MORTH specification No. 1500, 1700, 2200. Including Cost of material, Labour, HOM complete as per Specification- WALL & Bottom thickness 15 ,Cm complete as per specifications and directions of the Engineer in charge.	Cum	108.82		
Providing T.M.T bars Fe 500 steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications. MORTH Specification NO.1600&2200 Specification ,complete as per specifications and directions of the Engineer in charge.	tonne	5.09		

K. L. S.

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8	Providing and Fixing pre cast covering Slab made out of CC 1:2:4 with 10cm thick and Finishing cutting ,including form work,curing,including cost of all materials, labour,hire charges of machinery,loading,unloading,lead and lift,transportation etc ,complete. (Data Rate)complete as per specifications and directions of the Engineer in charge.	Sqm	310.94		
9	Providing and Fixing pre cast covering Slab 250mm thick made out of CC 1:2:4 and jelly 20mm Down size with steel reinforcement including form work,curing,including cost of all materials, labour,hire charges of machinery, loading, unloading, lead and lift,transportation etc complete as per specifications and directions of the Engineer in charge.	Sqm	50.49		
10	Scarifying bituminous course 50mm to 75mm thick along with premix carpet / surface dressing by road roller attached with scarifier without disturbing the base and stacking the debris including cost of all labour charges, HOM of machineries complete as per specifications and directions of the Engineer in charge.	Sqm	319.50		
11	Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials stacking serviceable and unserviceable materials seperately complete as per specifications. MORTH Specification complete as per specifications and directions of the Engineer in charge.	Cum	406.06		
12	Excavation for roadwork in all types of soil by mechanical means including cutting and loading to tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transportation with a lead of 1.00 km and complete as per specifications and directions of the Engineer in charge.	Cum	234.98		

H. L. S.

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Cement concrete pavement. Construction of un-reinforced plain cement concrete for pavement, using a grade concrete M30 over a prepared base with OPC coarse aggregate @ 0.69cum fine aggregate @ 0.46cum, coarse and fine aggregate conforming to IS:383-2016, with superplasticiser @ 3lts conforming to IS:9103-2008, mixed in a concrete mixer of not less than 0.6 cum capacity and appropriate weigh batcher as per approved mix design, laid in approved fixed side form work (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing). & Spreading the concrete with shovels, rakers compacted using needle, screed and plate vibrator and finished with floaters in a continuous operation including provision of contraction, expansion, construction and longitudinal joints including groove cutting charges, joint filler, separation membrane of impermeable plastic sheet of 125 micron, sealant primer, joint sealant, admixtures as approved, curing compound, finishing to lines and grades, textured with texturing machine, and curing including cost of all materials, labour, hire charges of machineries, all lead and lift charges etc., complete as per specifications. - do with OPC at 360Kg per cum coarse aggregate @ 0.69cum and fine aggregate @ 0.46cum complete as per specifications and directions of the Engineer in charge.

Cum 352.47

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer,
Yelahanka Division Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute **Improvements to Roads and Drains at Kote Bheedhi in Chowdeshwari Ward No-02** AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ Rupees _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

K. S. Suresh

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